



**MISSOURI DEPARTMENT OF TRANSPORTATION
NORTHEAST DISTRICT
SOLICITATION GUIDELINES AND DOCUMENTATION
REQUEST FOR BID**

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: SEPTEMBER 28, 2015	RESPONSES DUE NO LATER THAN: OCTOBER 9, 2015 @ 1:00 PM CENTRAL TIME	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATIONS BELOW)
RENTAL PERIOD: OCTOBER 19 TH THROUGH DECEMBER 18 TH (2 MONTHS)	REQUEST # NE16-11B-R2 THIS NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE ABOUT THIS SOLICITATION.	BUYER NAME: WILLIAM D. "BILL" NOYES, CPPO, CPPB SENIOR PROCUREMENT AGENT PHONE NUMBER: (660)-385-8245 <b style="background-color: yellow;">No RFB Responses Accepted By Fax
Sealed Bid Response Delivery Address: MoDOT – Northeast District – Macon Regional Office General Services (Procurement) Division 26826 U.S. Highway 63 Macon, MO. 63552		Delivery Locations: MoDOT – Northeast District The Kirksville (Adair County), Edina (Knox County), and Troy (Lincoln County) Maintenance Buildings Refer to the delivery point information contained herein.

Monthly rental bid prices are to include all costs, including delivery and pickup from the locations indicated, and all expenses related to terms, conditions, specifications, and requirements herein.

Qty	Delivery To/Lease Dates	EQUIPMENT RENTALS	Monthly Cost
1	Kirksville Maintenance Building October 19–December 18	<b style="background-color: yellow;">TRACK EXCAVATOR 2 MONTH LEASE Hours: _____ Make: _____ Year: _____ Model: _____ HP: _____	\$ _____ per month
1	Kirksville Maintenance Building October 19–December 18	<b style="background-color: yellow;">SKID STEER LOADER 2 MONTH LEASE Hours: _____ Make: _____ Year: _____ Model: _____ HP: _____	\$ _____ per month
1	Edina Maintenance Building October 19–December 18	<b style="background-color: yellow;">TRACK EXCAVATOR 2 MONTH LEASE Hours: _____ Make: _____ Year: _____ Model: _____ HP: _____	\$ _____ per month
1	Edina Maintenance Building October 19–December 18	<b style="background-color: yellow;">HIGH LIFT (TRACK LOADER) 2 MONTH LEASE Hours: _____ Make: _____ Year: _____ Model: _____ HP: _____	\$ _____ per month
1	Troy Maintenance Building October 19–December 18	<b style="background-color: yellow;">TRACK EXCAVATOR 2 MONTH LEASE Hours: _____ Make: _____ Year: _____ Model: _____ HP: _____	\$ _____ per month
1	Troy Maintenance Building October 19–December 18	<b style="background-color: yellow;">HIGH LIFT (TRACK LOADER) 2 MONTH LEASE Hours: _____ Make: _____ Year: _____ Model: _____ HP: _____	\$ _____ per month

VENDOR NAME:	(Please enter your company name in this block)
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SPECIAL TERMS & CONDITIONS

AWARD

It is not necessary to bid on all units, as award of this solicitation will be made on an "Item By Item" basis using the "lowest and best" principle of award. For example, if you only have 2 track excavators available, you may still bid on all locations. **When we are reviewing these and making our award decisions, we will award to the lowest bidder first. Then, if that bidder has no more units available, we will proceed to award to the second lowest bidder, until those units are gone, and so forth.** Specify the number of units available in the notes below.

WARRANTY & SAFETY

MoDOT will accept bids on both used and new units. The units delivered must be completely covered by a manufacturer's or rental company's warranty, which includes replacement/repair parts, labor and transportation costs for the entire length of the rental period. Parts and service availability MUST be within 24-48 hours of contact. The units must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto and be equipped with all required safety equipment based upon industry standards. All units must be equipped with long seat belts or factory-approved seat belt extenders.

DELIVERY & INSPECTION

Delivery will be by appointment only to allow the MoDOT Area Mechanics to do complete inspections of the units, at which time; photos may be taken to document the condition of the machinery. An official representative of the rental company shall be present to participate in the inspections. If the units have not been provided by beginning of the rental period, the compensation due the rental company will be reduced at a rate of \$250.00 per day per unit for all working days the unit is not available during the rental period. If this exceeds five working days, MoDOT reserves the right to obtain other units from the next low bidder or other resources. At the end of the rental period when the units are to be picked up, no units will be released to a freight hauling company, unless the rental company's representative has properly inspected the units in the presence of a MoDOT Area Mechanic. All costs associated with delivery and pickup of rental units are the responsibility of the rental company.

MAINTENANCE AND REPAIR

The department will furnish fuel, grease lubricant of chassis, and normal maintenance cleaning. The rental company will be responsible for all scheduled oil changes and periodic services required by manufacturer or rental company. The rental company shall furnish all necessary lubricants, replacement filters (oil, fuel, air filters, etc.), replacement/repair parts, labor and transportation. The rental company will supply MoDOT with the manufacturers and/or rental company's scheduled hourly maintenance chart(s), which MoDOT will use as a guide to contact the rental company when the unit needs servicing.

DOWNTIME

If the unit is unavailable for use for **more than 48-hours**, at any time, **the rental company must substitute a loan unit of mutually agreed upon type.** The substitute unit must be provided within 3 days after the initial 2 days of downtime has accrued, unless a MoDOT representative agrees to a more flexible arrangement offered by the leasing company. If after this time a substitute unit has not been provided or the original unit has not been repaired, the compensation due the leasing company will be reduced at a rate of \$250.00 per day per unit for all working days the unit is not available during the rental period, including the initial downtime. If this exceeds five working days, MoDOT reserves the right to obtain another unit from the next low bidder or other resources. If such a unit is obtained, MoDOT reserves the right to terminate the original rental agreement with the first vendor and will continue with the second vendor for the duration of the original rental period. All costs associated with delivery and pickup of any replacement or rental unit to be repaired is the responsibility of the rental company.

EQUIPMENT DAMAGE

The department will be responsible for abuse or damage to the unit beyond normal expected wear and tear for highway or bridge maintenance operations. The maximum damage claim will be established at 75% of the manufacturer's suggested retail price. **A copy of the manufacturer's suggested retail price is to be provided at the time of delivery and retained as part of the solicitation file.**

FUEL

The unit shall be delivered with a full tank of fuel. MoDOT will be responsible for returning the unit to the vendor with a full tank of fuel.

EXTENSION OF RENTAL PERIOD

MoDOT reserves the right to rent the units for additional days to be billed on a prorated rate basis using the original monthly rental cost. The per month rental cost divided by 30 days will equal the prorated daily rental rate.

EQUIPMENT SPECIFICATIONS

Track Excavator: Minimum equivalent to a John Deere 160D. Maximum equivalent to John Deere 200D.

Skid Steer Loader: Equivalent to a Takeuchi TL250

High Lift (Track Loader): Equivalent to a John Deere 655C.

DELIVERY ADDRESS/LOCATION CROSS-REFERENCE LISTING

Facility	Address	City	Zip	Location
Edina	Rt. 3 Box 180	Edina	63537	Rt. 15 – 1 mile North of Rt. 6
Kirksville	22777 Potter Trail	Kirksville	63501	Old Rt. 6 – 2 miles West of Rt. 63
Troy	121 Francis Drive	Troy	63379	Rt. 61 – 5.5 miles North of Rt. 47 at Creech Lane

VENDOR NOTES

**SPECIFY THE NUMBER OF UNITS AVAILABLE
(THE NUMBER OF UNITS YOU COULD PROVIDE, IF AWARDED):**

Track Excavator: _____

Skid Steer Loader: _____

High Lift (Track Loader: _____

(REFER TO THE PAGES ABOVE FOR DETAILS)

VENDORS MAY ATTACH OTHER PERTINENT/SUPPORTING DATA WITH THEIR RESPONSE TO THIS SOLICITATION.

MoDOT purchase orders must be issued to the invoicing company (“Remit To”) address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor should specify the “remit to” company/address in the vendor notes section (above).

All responses to this solicitation should be submitted on this form and returned to the buyer listed above at the sealed bid response address shown. **Responses must be mailed, or hand-delivered. Sealed bid responses may NOT be faxed or emailed.**

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE/DBE INFORMATION: List all certified Minority or Women or Disadvantaged Business Enterprises (**M/W/DBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>MBE, WBE, or DBE</u>	<u>Company Name</u>	<u>Percentage of Contract</u>	<u>M/W/DBE Certifying Agency</u>
_____	_____	_____	_____
_____	_____	_____	_____

*If additional space is required, please attach an additional sheet and identify it as **M/W/DBE Information***

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

<u>Item (or item number)</u>	<u>Location Where Item is Manufactured or Produced</u>
_____	_____
_____	_____
_____	_____

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

**IF NOT SUBMITTING A RESPONSE TO THIS SOLICITATION,
PLEASE COMPLETE AND RETURN THIS FORM TO ASSIST
PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS AND TO
HELP US KEEP OUR VENDOR LISTS UPDATED. THANK YOU.**

NO BID / NO QUOTE

DATE: _____

TO: Missouri Department of Transportation – Northeast District
General Services (Procurement) Division
26826 U.S. Highway 63
Macon, MO. 63552
(573)-526-3169 – fax #

FROM: _____ (Company Name)

_____ (Contact Person)

_____ (Mailing Address)

_____ (City, State, Zip Code)

____ (Office Phone #)

____ (Cellular Phone #)

_____ (Fax #)

_____ (Email Address)

Our company is submitting “NO BID / NO QUOTE” on Request # _____ for the reasons indicated below (check all that apply):

- () Product or service is not available or cannot meet the required specifications
- () Cannot make required deadline
- () The delivery point or work location is outside of our territory or coverage/service area
- () Other – Please explain below:

- () Please keep our name on the bidder's list for future opportunities on this product or service.
() Please remove our name from your bidder's list for this product or service.

FAILURE TO RETURN A RESPONSE OR THIS FORM MAY RESULT IN
REMOVAL FROM OUR VENDOR DATABASE FOR FUTURE OPPORTUNITIES

This “No Bid/No Quote” form may be faxed back to (573)-526-3169.

Note: The following pages detail further terms and conditions which apply to this solicitation document. However, it is not necessary to return these pages with your bid submission. If any “Standard Solicitation Provisions” and “General Terms and Conditions” below conflict with any requirements outlined on previous pages, the requirements above take precedence.

Tax Exempt Status

The Missouri Highways and Transportation Commission (MHTC) is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request, if applicable.

Right of Acceptance/Rejection

MoDOT reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the solicitation response, unit prices will govern.

General Performance

This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his/her own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified according to the scope of work and the requirements and specifications detailed within the solicitation documents.

Invoicing and Payment

Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Inspection and Acceptance

No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these “Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions” are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors providing services within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled **"VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM"** must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

(T&C's Version August 2014)

Informational Note: For mailing bid responses, UPS deliveries are typically made to the Procurement office in Macon in the mid-morning, while FedEx and U.S. Postal Mail are not typically received until the late afternoon. Regardless of delivery method, check with the carrier to ensure the response will be delivered before the 1:00 PM deadline. Late responses cannot be accepted.